

**EXHIBIT A
AUGUST 2012**

**DARPA COOPERATIVE AGREEMENT GENERAL TERMS AND CONDITIONS
FOR PROFIT ORGANIZATIONS**

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1. Administrative Information: This Cooperative Agreement will be administered in accordance with the *DoD Grants and Agreement Regulations*, DoDGARs, (DoD 3210.6-R), Part 34 –Administrative Requirements for Grants and Agreements with For-Profit Organizations as of the effective date of this award.

2. Order of Precedence: In the event of a conflict between the terms of this Agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:

- (a) The DoDGARS;
- (b) The Award;
- (c) The articles contained in the agreement; and
- (d) The attachments to this Agreement, if any.

3. Research and Management Responsibility:

(a) The Recipient has full responsibility for the conduct of the research activity supported under this Agreement, in accordance with the Recipient's proposal, and the terms and conditions specified in this Agreement. Recipients are encouraged to suggest or propose to discontinue or modify unpromising lines of investigation or to explore interesting leads which may appear during the development of the research. However, they must consult the Agreements Officer's Representative (AOR) through the Administrative Agreements Officer (AAO) before significantly deviating from the objectives or overall program of the research originally proposed.

(b) The Recipient shall immediately notify the AAO of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

(c) Substantial involvement is expected between the Government and the Recipient; however, overall management of the coordinated research program as established under this Agreement, including technical, programmatic, reporting, financial and administrative matters, shall be accomplished by the Recipient.

4. Amendment of Agreement:

(a) Amendments may be requested by either party. Recipient requests for amendments to this Agreement must be submitted in writing to the AOR, with a copy to the Agreements Officer and the AAO, before the desired effective date. The Recipient shall detail the technical, chronological, and financial impact of the proposed amendment to the program. Changes are effective only after the agreement has been modified. *No other communications, whether oral or in writing, are valid.* Only the Agreements Officer and the AAO have the authority to act on behalf of the Government to modify this agreement.

(b) The Agreements Officer or the AAO may unilaterally issue minor or administrative agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government personnel identified in the agreement, etc).

5. Standards for Financial Management Systems: The Recipient's shall establish or use existing financial systems that comply with the standards set forth in DoDGARs §34.11.

6. Administration and Cost Principles: Applicable to this Agreement, and incorporated herein by reference, are the requirements, standards, and provisions of the appropriate Department of Defense Grant and

Agreement Regulations (DoDGARs), OMB Circulars, and federal code and attachments thereto, revised as to the effective date of this agreement, as listed below. For the purposes of this Article, the term “appropriate” is determined by the organizational nature of the Recipient (for-profit, educational institution, nonprofit organization, state or local government).

- (a) 32 CFR part 22, “DoD Grants and Agreements – Award and Administration”
- (b) 32 CFR part 32, “Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations”
- (c) 32 CFR part 33, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”
- (d) 2 CFR part 220, "Cost Principles for Educational Institutions" (formerly OMB Circular A-21)
- (e) 2 CFR part 225, "Cost Principles for State, Local and Indian Tribal Governments" (formerly OMB Circular A-87)
- (f) A-102, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments"
- (g) 2 CFR part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations" (formerly OMB Circular A-110)
- (h) 2 CFR part 230, "Cost Principles for Non-profit Organizations" (formerly OMB Circular A-122)
- (i) A-133, “Audits of States, Local Governments, and Non-Profit Organizations”

7. Program Income: Pursuant to DoDGARs §34.14 (d)(3), program income earned during the project period shall be retained by the Recipient and shall be deducted from the total project or program allowable cost in determining the net allowable costs on which the Government’s share of costs is based.

8. Prior Approvals:

(a) All prior approvals required by DoDGARs §34.15 are waived hereby except for the following which shall be requested from the AAO:

(1) Change of scope or objectives as required by Article 3 of the Terms and Conditions entitled "Research Responsibility."

(2) Change of key personnel as required by Article 18 of the Terms and Conditions entitled "Principal Investigator."

(3) Extension of the expiration period of this Agreement.

(4) The need for additional Federal funding.

(5) Inclusion of any additional costs that require prior approval in accordance with applicable cost principles for Federal funds and recipients' cost share or match, in DoDGARs §34.17 and 34.13, respectively.

(6) The subaward, transfer, or contracting out of any work under this award, unless described in the Recipient’s proposal and specifically approved and funded in the Agreement Schedule. The Recipient's request for approval shall include the following supporting data:

- (i) Basis for contractor selection;
 - (ii) Justification for lack of competition when competitive bids or offers are not obtained;
 - (iii) Basis for award cost or price, to include price or cost analysis performed by the Recipient; and
 - (iv) Approval of the DARPA AOR.
- (b) Preaward Costs

(1) Recipients may incur preaward costs of up to ninety (90) days prior to the effective date of the Cooperative Agreement award.

(2) Preaward costs as incurred by the Recipient must be necessary for the effective and economical conduct of the project and the costs must be otherwise allowable in accordance with the appropriate cost principles.

(3) Any preaward costs are made at the Recipient's risk. The incurring of preaward costs by the Recipient does not impose any obligation on the Government, in the absence of appropriations, if an award is not subsequently made or if an award is made for a lesser amount than the Recipient expected.

(c) Unexpended Balances - In the absence of any specific notice to the contrary; Recipients are authorized to carry forward unexpended balances to subsequent funding periods.

9. Audit and Access to Records: The Recipient and its subrecipients shall be subject to the audit requirements below:

(a) Audit. Any Recipient that expends more than \$300,000 in one year under a Federal award shall have an audit made for that year by an independent auditor, in accordance with DoDGARS §34.16. The auditor's report shall be made available to the Defense Advanced Research Projects Agency's Contract Management Office. The audit shall be made a part of the regularly scheduled, annual audit of the recipient's financial statements. However, the recipient may have Federal awards separately audited, if it elects to do so unless prohibited by Federal laws or regulations.

(b) Retention of Records. The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report in accordance with DoDGARS §34.42.

(c) Access to Records. DoD Components, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents pursuant to DoDGARS §34.42.

10. Procurement: The Recipient's procurement procedures under this Agreement shall comply with DoDGARS §34.30 and §34.31.

11. Subawards and Contracts/Subcontracts: The Recipient shall apply to each subaward the administrative requirements of the DoDGARS applicable to the particular type of organization receiving the subaward, contract or subcontract. In addition to 2 CFR part 220, the other applicable cost principles are:

(a) 2 CFR part 230, applicable to other nonprofit organizations, except those specifically exempted by the circular.

(b) Subpart 31.2 of the Federal Acquisition Regulation (48 CFR 31.2), applicable

to commercial firms and those nonprofit organizations specifically exempted from the provisions of 2 CFR part 230.

(c) 2 CFR part 225, for state, local and Indian Tribal governments.

(d) 45 CFR part 74, Appendix E, for hospitals.

12. Fee or Profit: In accordance with DODGARs §22.205(b), this Agreement shall not provide for the payment of fee or profit to the Recipient nor shall it be used to carry out programs where fee or profit is necessary to achieve program objectives.

13. Property:

(a) Property Management. The Recipient shall manage property in accordance with DODGARs §34.20 through §34.25.

(b) Title to Property. Recipient may purchase real property or equipment in whole or in part with Federal funds under this Agreement only with the prior approval of the AAO. Title to such real property or equipment shall vest in the Recipient upon acquisition subject to the following conditions:

(1) Use the property or equipment for the authorized purposes of the project until funding for the project ceases, or until the property is no longer needed for the purposes of the project;

(2) Not encumber the property without approval of the AAO; and

(3) Use and dispose of the property in accordance with DODGARs §34.21 (d) and (e).

14. Reports and Reports Distribution: Reports shall be furnished as specified below:

(a) Report Types.

(1) Quarterly R&D Status Report - This report, due 30 days after the reporting period, shall keep the Government informed of Recipient activity and progress toward accomplishment of Agreement objectives and advancement in state-of-the-art on the research and development involved

(2) Special Technical Report - This report, due as required, shall document the results of a significant task, test, event, demonstration, experiment, or symposium.

(3) Final Technical Report - This report, due 90 days after expiration or termination of the Agreement, shall document the results of the complete effort. It shall contain brief information on each of the following:

(i) A comparison of actual accomplishments with the goals and objectives established for the Agreement, the findings of the investigator, or both.

(ii) Reasons why established goals were not met, if appropriate.

(iii) Other pertinent information.

(iv) Description of the theoretical foundations of the project, the implementation of the proposed methods and their performance evaluation on standard tests.

(4) Final Financial Status Report - This report, due 90 days after completion of the Agreement, shall be submitted on a Standard Form 425 "Federal Financial Report (FFR)". The report shall be on a cash or accrual basis, depending on how the Agreement Recipient's accounting records are normally kept.

(5) Report of Federal Cash Transactions *[applicable only to advance payment agreements]* – This report, due 15 days following the end of each quarter, shall be submitted on a Standard Form 425. The Agreement Recipient shall provide forecasts of Federal cash requirements in the “Remarks” section of the report.

(b) Report Distribution.

Addresses	Report Types (14(a))	Number of Copies
Agreements Officer’s Representative/	1, 2, 3	2
DARPA Program Manager	4	1
Administrative Agreements Officer	3	1
	4	2
DARPA/Research Services	3	1
Defense Technical Information Center	3	2
ATTN: DTIC-O		
8725 John J. Kingman Road		
Ft. Belvoir, VA 22060-6218		
DARPA Agreements Officer	4	1

15. Terminations and Enforcement:

(a) Termination. Pursuant to DoDGARs §34.51, this Agreement may be terminated, in whole or in part by the Agreements Officer, if the Recipient materially fails to comply with these terms and conditions or with the consent of the Recipient. The Recipient may terminate the Agreement upon sending written notification to the Agreements Officer as set forth in DoDGARs §34.51(a)(3).

(b) Enforcement. If the Recipient fails to materially comply with these terms and Conditions, the Agreements Officer may impose special conditions as outlined in DoDGARs §34.4 or take the appropriate action as listed at DoDGARs §34.52(a)(1) – (5).

16. Disputes, Claims, and Appeals:

(a) Disputes and Claims. The Recipient may submit a claim arising out of or relating to the Agreement by submitting the claim in writing to the Agreements Officer for decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim. Within 60 calendar days, the Agreements Officer shall, pursuant to DoDGARs §22.815(d), either prepare a written decision or notify the Recipient of a specific date when a decision will be rendered. The decision of the Agreements Officer shall be final unless the Recipient decides to appeal.

(b) Appeals. The Recipient, under DoDGARs §22.815(e), may appeal the Agreements Officer decision by filing a written notice of appeal to the Agreement Appeal Authority and the Agreements Officer within 90 days of receiving the decision. The Grant Appeal Authority shall decide the appeal based solely on the written record unless the Agreement Appeal Authority decides to conduct a fact-finding procedure or an oral hearing on the appeal.

(c) Non-Exclusivity of Remedies. Nothing in this article is intended to limit a Recipient’s right to any remedy under the law.

17. After-the-Award Requirements: Closeout, subsequent adjustments, continuing

responsibilities and collection of amounts due are subject to the requirements in DoDGARs §34.61 through §34.63 and DoDGARs §22.820. Final payment cannot be made nor can the agreement be closed out until the Recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to the article entitled Final Report, and all confirmatory instruments. The AAO may make a settlement for any downward adjustment to the Federal share of costs after closeout reports are received.

18. Principal Investigator: Support for the project may not continue without the active direction of the Principal Investigator (PI) approved for, and identified in, this Agreement. If the approved PI (1) severs his or her connection with the Recipient, or (2) otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), then the Recipient must either:

(a) appoint a replacement PI with the approval of the AOR, or

(b) relinquish the Agreement, in which case the Agreement shall be terminated in accordance with DoDGARs §34.51 entitled “Termination”.

19. Nondiscrimination: By signing or accepting funds under this Agreement, the Recipient assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

(a) Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d, et seq.) as implemented by DoD regulations at 32 CFR part 195. Said Act, as amended, and regulations are incorporated in this Agreement by reference;

(b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.) (Universities only). Said Amendments are incorporated in this Agreement by reference;

(c) Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90. Said Act and amendments are incorporated in this Agreement by reference;

(d) Rehabilitation Act of 1973 (29 U.S.C. 794) as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

20. Live Organisms:

(a) Human Subjects. Agreement funds may NOT be used for research that uses uninformed or nonvoluntary humans as experimental subjects. The Recipient is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities supported by this Agreement. The Recipient agrees to comply with the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR part 46 implemented by the Department of Defense at 32 CFR part 219.

(b) Animal Welfare. Any Recipient performing research, experimentation, or testing involving the use of animals shall comply with the rules on animal acquisition, transport, care, handling, and use in : (i) 9 CFR parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966, as amended, (7 U.S.C. 2131-2156); and (ii) the guidelines described in National Institutes of Health Publication No. 86-23, “Guide for the Care and Use of Laboratory Animals”.

21. Clean Air and Water: If the amount of the Agreement exceeds \$100,000, the Recipient assures that it will comply with the applicable provisions of the Clean Air Act (42 U.S.C. 7401 et seq.), as amended and the Clean Water Act (33 U.S.C. 1251 et seq.), as implemented by Executive Order No. 11738 (3 CFR, 1971-1975 Comp. P. 799), and the related regulations of the Environmental Protection Agency (EPA) (40 CFR part 15). Said regulations, Executive Order, and Acts are incorporated in this Agreement by reference. The Recipient further agrees that it will not use any facility on the EPA’s List of Violating Facilities in

performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list. If, in performing this award, the Recipient intends to use a facility that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities, the Recipient shall notify DARPA.

22. Officials Not to Benefit: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

23. Transportation Preferences:

(a) U.S. Flag Carriers. Travel supported by U.S. Government funds under this Agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General's Decision B-138942. Such Act and guidelines are incorporated in this Agreement by reference.

(b) Cargo Preference. The Recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7 which require that at least 50 percent of equipment, materials, or commodities procure or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

24. Paperwork Reduction Act: This Agreement shall be subject to the Paperwork Reduction Act of 1995 (44 U.S.C. 3500, et seq.) only under either of the following circumstances:

(a) The Government specifically requests the Recipient to collect information using forms, schedules, questionnaires, or other methods calling for answers to:

(1) Identical questions from ten or more persons other than agencies, instrumentalities, or employees of the United States; or

(2) Questions from agencies, instrumentalities, or employees of the United States, which are to be used for statistical compilations of general public interest.

(b) The terms and conditions of this Agreement require specific approval by the Government of such information collection or the collection procedures.

25. Metric System: The Recipient shall use the metric system, to the maximum extent practicable, in measurement-sensitive activities supported by this Agreement and in measurement-sensitive outputs of this Agreement.

26. Resource Conservation and Recovery Act: In accordance with the Resource Conservation and Recovery Act (section 6002, Pub. L. 94-580, 42 U.S.C. 6962), State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the guidelines developed by the Environmental Protection Agency.

27. Restrictions on Printing: Unless otherwise authorized in writing by the Agreements Officer, reports, data, or other written material produced using funds provided by this Agreement and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple page report. These restrictions do not preclude the writing, editing, and preparation of manuscript or reproducible copy of related illustrative materials if required as a part of this Agreement, or incidental printing such as forms or materials necessary to be used by the Recipient to

respond to the terms of the Agreement. To satisfy the requirements of the Defense Technical Information Center, at least one copy of each technical report submitted to the Defense Technical Information Center must be black typing or reproduction of black on white paper or suitable for reproduction by photographic techniques. Reprints of published technical articles are not within the scope of this paragraph. In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Recipient is encouraged to submit paper documents, such as letters or reports, that are printed/copied double-sided on recycled paper that has at least 30 percent post consumer material.

28. **Public Release or Dissemination of Information (INSTRUCTIONS IN BOLD)**

(a) When drafting agreements where it is anticipated that the research does NOT meet the definition of fundamental research, use the following language:

- (1) At this time, DARPA expects the work performed under this agreement will **NOT** be fundamental research, and it is, therefore, subject to the following publication restrictions:

There shall be no dissemination or publication, except within and between the Awardee and any subawardees, of information developed under this agreement or contained in the reports to be furnished pursuant to this agreement without prior written approval, which will be communicated to the Awardee by email through the DARPA Public Release Center (PRC) at PRC@darpa.mil. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Awardee. These restrictions must be flowed down to all subawardees. Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with DFARs 252.235-7010.

- (2) When submitting material for written approval for open publication as described in subparagraph (a) above, the Awardee must submit a request for public release request to the PRC and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and agreement number; and 4) Awardee's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to PRC@darpa.mil or via hard copy to 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (571) 218-4235. Refer to http://www.darpa.mil/NewsEvents/Public_Release_Center/Public_Release_Center.aspx for information about DARPA's public release process.

(b) When drafting agreementss where it is anticipated that the research WILL meet the definition of fundamental research, use the following languag

- (1) At this time, DARPA expects the work performed under this agreement to be fundamental research, and it is, therefore, not subject to publication restrictions. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and requirements, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

- (2) All papers resulting from this agreement will include the following distribution statement:

"Approved for public release; distribution is unlimited."

- (3) Should the character of the research change during award performance so that the research is no longer considered fundamental, the agreement will be modified to impose the restrictions on public release and dissemination of information that apply to those research efforts that are not considered fundamental research.

(c) When drafting agreements where it is anticipated that the research does NOT meet the definition of fundamental research, with the exception of the work to be performed by a University subawardee, use the following language:

- (1) With the exception of the work to be performed by University sub awardee as noted at subparagraph (3) below, DARPA expects the work performed under this award will **NOT** be fundamental research, and it is, therefore, subject to the following publication restrictions:

There shall be no dissemination or publication, except within and between the Awardee and any subawardees, of information developed under this agreement or contained in the reports to be furnished pursuant to this agreement without prior written approval, which will be communicated to the Awardee by email through the DARPA Public Release Center (PRC) at PRC@darpa.mil. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Awardee. These restrictions must be flowed down to all subawardees, with the exception of the subawardees listed in paragraph (3) of this clause. Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with DFARS 252.235-7010.

- (2) When submitting material for written approval for open publication as described in subparagraph (a) above, the Awardee must submit a request for public release request to the PRC and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and agreement number; and 4) Agreementee's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to PRC@darpa.mil or via hard copy to 675 North Randolph Street, Arlington VA 22203, telephone (571) 218-4235. Refer to http://www.darpa.mil/NewsEvents/Public_Release_Center/Public_Release_Center.aspx for information about DARPA's public release process.

- (3) At this time, DARPA expects the work performed under this agreement by the below listed University subawardee(s) to be fundamental research, and it is, therefore, not subject to publication restrictions. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and requirements, pursuant to DoD Instruction 5230.27 dated October 6, 1987. Should the character of the research change during performance of this subaward so that the research is no longer considered fundamental, the prime Awardee shall ensure that the subaward to the University subawardee listed below will be modified to impose the restrictions on public release and dissemination of information that apply to those research efforts that are not considered fundamental research.

Subawardee	Statement of Work Title and Date
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29. Acknowledgment of Sponsorship:

(a) The Recipient agrees that in the release of information relating to this Agreement, such release shall include a statement to the effect that (1) the project or effort depicted was or is sponsored by the Defense Advanced Research Projects Agency, (2) the content of the information does not necessarily reflect the position or the policy of the Government, and (3) no official endorsement should be inferred.

(b) For the purpose of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

(c) Nothing in the foregoing shall affect compliance with the requirements of the clause entitled "Security."

30. Patent Rights:

(a) Small Business Concerns. Patent rights are as specified in DoDGARs §34.25(a)(1), citing 37 CFR 401.14, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", which titles and sections are incorporated herein by reference. The "Standard patent rights clause" at 37 CFR 401.14 is modified as follows: replace the word "contractor" with "recipient"; replace the words "contract" with "agreement"; delete paragraphs (g)(2),(g)(3) and the words "to be performed" by a small business firm or domestic nonprofit organization" from paragraph (L), point of contact for all matters relating to this article will be serviced by the Staff Office of General Counsel..

(b) Other than Small Business Concerns. Patent rights are as specified in DoDGARs §34.25(a)(2), citing 35 U.S.C 210(c) and Executive Order 12591 (3 CFR, 1987 Comp., p. 220) (which codifies a Presidential Memorandum on Government Patent Policy, dated February 18, 1983.), which titles and sections are incorporated herein by reference.

(c) Patent Reports. All patent reports (interim and final) shall be submitted to the Administrative Agreements Officer (AAO). All required reporting shall be accomplished using the i-Edison.gov reporting website (<http://s-edison.info.nih.gov/iEdison>). In the event the Agreement Recipient is unable to submit reports through i-Edison, the Grantee may utilize DD Form 882, Report of Inventions and Subcontracts, for submission of interim and final invention reports. The DD Form 882 and all invention disclosures shall be submitted to the Administrative Agreements Officer for proper disposition and forwarding to the Agreements Officer.

31. Rights in Technical Data, Computer Software, and Copyright:

(a) Copyright. Rights are as specified in DoDGARs §34.25(b)(1) which is incorporated herein by reference.

(b) Technical Data and Computer Software. Rights are as specified in DoDGARs §34.25(b)(2) which is incorporated herein by reference.

32. Research Involving Recombinant DNA Molecules: Any Recipient performing research involving recombinant DNA molecules and/or organism and viruses containing recombinant DNA molecules agrees, by acceptance of this award, to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," July 5, 1994 (59 FR 34496) as amended, or such later revision of those guidelines as may be published in the Federal Register.

33. Activities Abroad: The Recipient shall assure that project activities carried on outside the United States are coordinated, as necessary, with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Recipient compliance with the laws and regulations of the country in which the activity(ies) is (are) to be conducted.

34. Security: The Recipient shall not be granted access to classified information under this Agreement. If security restrictions should happen to apply to certain aspects of the proposed research, the Recipient will be so informed. In the event that the scientific work under this Agreement may need classification, or involve access to or storage of any classified data, the Government shall make its decision on the need to classify, or require such access or storage, within 30 days after receipt of written notice from the Recipient. If the decision is affirmative, the Government shall invoke the clause in DoDGARs §34.51 entitled "Termination".

35. Drug-Free Requirements: This Agreement is subject to the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989.

36. Federal Requirements: This Agreement is subject to the laws and regulations of the United States. If any statute expressly prescribes policies or specific requirements that differ from the requirements, standards, provisions, or terms and conditions of this Agreement, the provisions of the statute shall govern.

37. Payments

(a) The Awardee shall submit payment requests electronically via Wide Area Work Flow (WAWF). The Awardee shall contact the AAO designated in the award document for instructions on how to register and use WAWF.

(b) AAO Certification. The AAO shall not certify the Recipient's request for additional cash payments until the Recipient has first disbursed any funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds.

(c) Liquidation. The Recipient shall liquidate all obligations incurred under the Agreement not later than 90 days after the date of completion. The Recipient shall promptly refund any balances of unobligated cash that the Government has advanced or paid and that is not authorized to be retained by the Recipient for use in other projects. The Administrative Agreements Officer is authorized to make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

38. Military Recruiting on Campus (Universities Only):

As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR 216) that has a policy or practice that prohibits or, in effect, prevents ROTC or military recruiting on campus, as described in DFARS 252.209-7005(b). If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this agreement, and therefore to be in breach of this clause, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

39. Freedom of Information Act (FOIA) Access to Researcher's Data: Upon DARPA's request, pursuant to DoDGARs §32.36(d), the Recipient shall provide, within a reasonable time, research data as defined in DoDGARs §32.3(d)(2)(i).

40. National Historic Preservation: The Recipient agrees to identify to the Government any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the Government may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.).

41. Debarment and Suspension: This Agreement is subject to the requirements regarding debarment and suspension in 2 CFR Part 1125, which implements E. O. 12549 [3CFR, 1986 Comp., p189]; E.O. 12689 [3 CFR, 1989 Comp., p 235]; and Sec. 2455 of Federal Acquisition and Streamlining Act of 1994 (Pub. L.

103-355). This includes communicating the requirement to comply with Title 2 to persons at the next lower tier.

42. Human Trafficking: This Agreement is subject to the requirements of section 106 (g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104, as implemented by 2 CFR 175). If the Recipient or any subrecipient (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during that the period of time of the grant, contract or cooperative agreement is in effect or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement, the Government shall be authorized to terminate the grant, contract or cooperative agreement without penalty.

43. Reporting Subawards and Executive Compensation: The Awardee shall report on first-tier subawards and executive compensation in accordance with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associated 2008 amendments. Reporting is required for awards equal to or over \$25,000. If the initial award is below \$25,000 but subsequent award modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000. If the initial award equals or exceeds \$25,000 but funding is subsequently deobligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of FFATA. The Awardee shall report the information as per the instructions at www.frs.gov.

44. System for Award Management Registration and Universal Identifier Requirements: Awardee and first-tier subrecipients shall have Dun and Bradstreet Data Universal Numbering System Numbers (DUNS) and maintain current registrations in the Central Contractor Registration data base.

- (a) Requirement for System for Award Management Registration (SAM)
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- (b) Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:
 - (1) Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
 - (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.